

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11  
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Old Carco LLC (f/k/a Chrysler LLC), *et al.*,<sup>1</sup> : Case No. 09-50002 (AJG)  
:  
Debtors. : (Jointly Administered)  
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT  
TO PURCHASER OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)<sup>2</sup> with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Old Carco LLC, formerly Chrysler LLC, and its Debtor subsidiaries; Fiat S.p.A (“Fiat”); and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as

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<sup>1</sup> A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

<sup>2</sup> Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

“Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated May 14, 15, 16, 21, 22 and 23 and June 3, 4, 6 and 12, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. Each Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to, cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated

Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects. In addition, and for the avoidance of doubt, to the extent a Non-Debtor Counterparty has made a timely filed Section 365 Objection to the Cure Costs or the accuracy of the information provided in the Assignment Notice pending on the date hereof, such objection is preserved pending resolution by Cure Agreement or order of the Court.

5. The Designated Agreements identified in Exhibits A through E hereto (as modified by the Addenda thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court or a Cure Agreement in an amount different than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the established Cure Costs. The Cure Costs established by a the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease as soon as practicable (and in any event not later than ten days after the date hereof), provided, however, that Purchaser shall pay Disputed Cure Costs (as defined in the Bidding Procedures) as soon as practicable following (and in any event not later than 10 days after) the date the amount thereof is finally determined. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser’s right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

10. Certain executory dealer agreements have been identified as Designated Agreements to be assumed and assigned. Although most U.S. dealers have entered into standard uniform dealership agreements in the form of the Chrysler Corporation Sales and Service

Agreement (the “Sales and Service Agreement”), some dealers are parties to older agreements in the form of the Chrysler Direct Dealer Agreement (each, a “Direct Dealer Agreement”). If a Direct Dealer Agreement is identified as a Designated Agreement in the attached Exhibit B, then such Direct Dealer Agreement will only be assumed and assigned to the Purchaser if the counterparty to the Direct Dealer Agreement first agrees to modify such Direct Dealer Agreement and restate it in the form of the Sales and Service Agreement (each such modified and restated Direct Dealer Agreement and each Sales and Service Agreement, a “Dealer Agreement”). If the Non-Debtor Counterparty and the Debtors do not so modify and restate such Direct Dealer Agreement in the form of the Sales and Service Agreement, then notwithstanding any other provisions in this Notice or in the Bidding Procedures, such Direct Dealer Agreement and its Ancillary Agreements (as defined in the Addendum to Exhibit B) will not be assumed and assigned as set forth herein.

11. Questions or inquiries relating to this notice may be directed to the Chrysler Restructuring Hotline at +1-877-271-1568 (for U.S. and Canadian callers) and +1-503-597-7708 (for international callers outside the U.S. and Canada).

Dated: June 18, 2009  
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich

Andrew G. Dietderich

Hydee R. Feldstein

Sullivan & Cromwell LLP

125 Broad Street

New York, New York 10004

Telephone: (212) 558-4000

Facsimile: (212) 558-3588

ATTORNEYS FOR FIAT S.p.A. AND  
CHRYSLER GROUP LLC

**Exhibit A**

**[Schedule of Certain Confirmed Supplier Agreements and Cure Costs Related Thereto]**

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
3M GENERAL OFFICES	2501 HUDSON BLDG 200 4 BOX 33800 ST PAUL, MN 55144	96475	\$4,156.60
AIR INTERNATIONAL THERMAL SYS CORP	80 TURNER ST MELBOURNE, VICTORIA 3207 AUSTRALIA	60441	\$36,401.33
ALPS ELECTRIC COMPANY LTD	1 7 YUKIGAYA OHTSUKA CHO OHTA KU, TOKYO 145 JAPAN	73795	\$22,682.72
ARCELORMITTAL USA	400 GALLERIA OFFICENTRE SUITE 21S SOUTHFIELD, MI 48034-2164		\$19,074,673.00
ARVIN MERITOR	2135 WEST MAPLE ROAD TROY, MI 48084-7186	44558	\$6,737,457.09
AUTO-METER PRODUCTS INC	413 W ELM STREET SYCAMORE, IL 60178-1796	13927	\$5,647.40
AVK INDUSTRIAL PRODUCTS	25323 RYE CANYON ROAD VALENCIA, CA 91355-1271	59166	\$70,443.06
BATES ACQUISITION LLC	118 ROSE STREET LOBELVILLE, TN 37097	34611	\$73,000.00
BENTELER - SOUTHERN HEMISPHERE OPS	PROL AV DEFENSORES DE LA REP 999 ZONA INDUST NORTE CP PUEBL, PUE 72260 MEXICO	23860	\$16,778.68
BENTELER AUTOMOTIVE	PROL AV DEFENSORES DE LA REP 999 ZONA INDUST NORTE CP PUEBL, PUE 72260 MEXICO	49587	\$232,395.95
BENTELER AUTOMOTIVE CORPORATION	PROL AV DEFENSORES DE LA REP 999 ZONA INDUST NORTE CP PUEBL, PUE 72260 MEXICO	22053	\$5,681,549.05
BENTELER AUTOMOTIVE PAY AS BUILT	PROL AV DEFENSORES DE LA REP 999 ZONA INDUST NORTE CP PUEBL, PUE 72260 MEXICO	50568	\$0.00
DAKKOTA INTEGRATED SYSTEMS	1875 HALLOWAY DRIVE HOLT, MI 48842	51088	\$0.00
DURA AUTOMOTIVE SYSTEMS INC	2791 RESEARCH DRIVE ROCHESTER HILLS, MI 48309	30651	\$0.00
EATON CORPORATION	EATON CENTER CLEVELAND, OH 44114	35062	\$2,164,824.00
EMERSON ELECTRIC COMPANY	8000 W FLORISSANT AVE PO BOX 4100 ST LOUIS, MO 63136-8506	35273	\$0.00
FRENCH, JL CORP.	3101 S TAYLOR DRIVE PO BOX 1024 SHEBOYGAN, WI 53081-9401	39811	\$344,225.00
GENERAL ELECTRIC COMPANY	3135 EASTON TURNPIKE FAIRFIELD, CT 06431-0001	43485	\$174,554.94
GENERAL MOTORS-POWER TRAIN DIV	31 E POWERTRAIN MILFORD, MI 48380-3726	15386	\$173,477.13
GOODMARK INDUSTRIES	625 E OLD NORCROSS RD LAWRENCEVILLE, GA 30045	57969	\$11,019.19
GOODYEAR TIRE & RUBBER	1144 EAST MARKET STREET AKRON, OH 44316-0002	21773	\$12,552,111.00
GROUPE SCHNEIDER	EXECUTIVE PLAZA PALATINE, IL 60067	22634	\$1,141,013.00

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
GRUPO ANTOLIN NORTH AMERICA INC	1700 ATLANTIC BLVD AUBURN HILLS, MI 48236	49758	\$12,940,954.17
HBPO NORTH AMERICA INC	1050 WILSHIRE DR SUITE 300 TROY, MI 48084	53765	\$252,049.86
HENGST N. AMERICA	29 HENGST DR CAMDEN, SC 29020	60815	\$20,000.00
HITACHI METALS AMERICA LTD	41800 W 11 MILE ROAD SUITE 100 NOVI, MI 48375	49020	\$1,098,732.84
HITCHINER MANUFACTURING CO INC	ELM STREET P O BOX 2001 MILFORD, NH 03055-1431	47293	\$101,790.99
HORTON INC	201 W CARMEL DR CARMEL, IN 46032	49430	\$6,145.20
HUTCHINSON SEAL DE MEXICO SA DE CV	PELICANOS NO 313 COL LOMAS DE SAN FERNANDO ENSENSDA, BC 22785 MEXICO	19314	\$0.00
ILLINOIS TOOL WORKS INC	3600 WEST LAKE AVENUE GLENVIEW, IL 60025-5811	51027	\$3,327,380.00
KUMHO TIRE USA	10299 SIXTH ST RANCHO CUCAMONGA, CA 91730-5875	55343	\$0.00
LEAR CORPORATION	21557 TELEGRAPH SOUTHFIELD, MI 48034	91591	\$5,833,931.05
LUK GMBH & CO	INDUSTRIESTRABE 3 BUHL 77815 GERMANY	35629	\$1,159,004.47
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	33598	\$6,773,407.00
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	59887	\$92,090.82
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	60250	\$42,280.53
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	59121	\$61,621.70
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	57902	\$160,103.94
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	57259	\$31,136.92
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	49533	\$3,190,147.57
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	59002	\$135,006.20
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	60022	\$33,383.93
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	54887	\$37,330.20
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	60108	\$1,467,801.98
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	51616	\$0.00
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	56233	\$1,879.38

SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	42069	\$28,282,385.18
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	59896	\$5,612.58
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	48048	\$58,247.54
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	54236	\$3,428.67
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	51630	\$15,481,062.40
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	31195	\$4,322,952.97
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	51575	\$3,853,773.00
MAGNA INTERNATIONAL	600 WILSHIRE DRIVE TROY, MI 48084	57528	\$113.84
MAGNETTI MARELLI SPA	1389 WHEATON AVE, SUITE 800 TROY, MI 48083	18470	\$1,368,207.00
MITSUBISHI HEAVY IND AMERICA INC	520 MADISON AVENUE NEW YORK, NY 10022-4213	67450	\$24,459.61
MITSUBISHI HEAVY INDUSTRIES LTD	5 1 MARUNOUCHI 2 CHOME CHIYODA KU TOKYO 100 72903 JAPAN	23200	\$86,308.43
MITSUBISHI MOTORS CORPORATION	33 8 SHIBA 5 CHOME MINATO KU, TOKYO 1088410 JAPAN	65692	\$1,500,000.00
MOBIL OIL CORPORATION	3225 GALLOWS ROAD ROOM 4W203 FAIRFAX, VA 22037-0001	64251	\$0.00
MODINE MANUFACTURING COMPANY	1500 DE KOVEN AVENUE RACINE, WI 53403-2552	63774	\$713,358.34
MOTIP DUPLI GMBH	KURT VOGELSANG STRABE 6 UNIT 1140 HASSMERSHEIM BADEN WURTTENBG D-74851 GERMANY	23202	\$15,192.66
OMIX ADA INC	460 HORIZON DR SUITE 400 SUWANEE, GA 30024	61994	\$19,725.74
ORHAN NORTH AMERICA INC	190 COUNTY HOME RD PARIS, TN 38242	43995	\$4,773.47
PAULSTRA CORPORATION	460 FULLER N E PO BOX 1886 GRAND RAPIDS, MI 49503-1900	24269	\$0.00
POLYTEC AVO	METROPOOLSTRAAT 8 2900 SCHOTEN B-2900 BELGIUM	37557	\$7,175.85
SCHAEFFLER GROUP USA INC	308 SPRINGHILL FARM ROAD FORT MILL, SC 29715	52413	\$2,994,729.61
SHUERT INDUSTRIES INC	6600 DOBRY ROAD STERLING HEIGHTS, MI 48078-7298	28278	\$1,000.00
SPX CORPORATION	700 TERRACE POINT DR PO BOX 3301 MUSKEGON, MI 49443-3301	83739	\$302,166.19
SUPERLIFT SUSPENSION SYSTEMS	300 HUEY LENARD LOOP RD WEST MONROE, LA 71292	61874	\$77,075.22



SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
SYNCREON NORTH AMERICA HOLDINGS, INC. AND OTHER AFFILIATED ENTITIES THAT ARE PARTY TO THAT CERTAIN LETTER AGREEMENT WITH THE DEBTORS DATED JUNE 8, 2009.	100 MILVERTON RD SUITE 600 MISSISSAUGA, ON L5R 4H1 CANADA		
TERNES PROCUREMENT SERVICES	700 MANUFACTURERS DR WESTLAND, MI 48186	31152	\$2,495,970.00
THYSSEN KRUPP AG	2573 S ROCHESTER ROAD BOX 1600 ROCHESTER, MI 48308-1600	42546	\$2,255,660.00
TIMKEN	1835 DUEBER AVENUE S W CANTON, OH 44706	90200	\$243,210.00
TRW INC	12001 TECH CENTER DR LIVONIA, MI 48150	90161	\$29,063,270.00
VALEO SA	43 RUE BAYEN PARIS 75017 FRANCE	17603	\$2,143,546.00
VALEO SYLVANIA LLC	402 AIRPORT RD SEYMOUR, IN 47274-3397	30987	\$422,320.00
VOLKSWAGEN AG	LETTER BOX 1961 WOLFSBURG D38436 GERMANY	52743	\$0.00
WIGO WERK	SANDWEG 7 13 BAD KREUZNACH 55543 GERMANY	47123	\$303,557.20
WINSERT INC.	2645 INDUSTRIAL PARKWAY SOUTH MARINETTE, WI 54143-3820	65986	\$41,121.20
YASUNAGA	3860 NAKAMACHI MIDORIGAOKA UENO, MIE 518 JAPAN	51045	\$411,000.00
ZYMEXX FAHRZEUGTECHNIK	JOHANNESSTRASSE 20 HERTEN 45701 GERMANY	61947	\$26,113.53

## EXCLUDED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
ARVIN MERITOR 2135 WEST MAPLE ROAD TROY, MI 48084-7186	44558	O4251134
BATES ACQUISITION LLC 118 ROSE STREET LOBELVILLE, TN 37097	34611	O7414084 O7414085
BENTELER AUTOMOTIVE PROL AV DEFENSORES DE LA REP 999 ZONA INDUST NORTE CP PUEBL, PUE 72260 MEXICO	49587	O7206014 O7206016 O7206018 O7206022
BENTELER AUTOMOTIVE PAY AS BUILT PROL AV DEFENSORES DE LA REP 999 ZONA INDUST NORTE CP PUEBL, PUE 72260 MEXICO	50568	O5206002 O5206015
DAKKOTA INTEGRATED SYSTEMS 1875 HALLOWAY DRIVE HOLT, MI 48842	51088	O8564102
DURA AUTOMOTIVE SYSTEMS INC 2791 RESEARCH DRIVE ROCHESTER HILLS, MI 48309	30651	O3522005
GOODYEAR TIRE & RUBBER 1144 EAST MARKET STREET AKRON, OH 44316-0002	21773	O3534767 O6537008 O7537010
ILLINOIS TOOL WORKS INC 3600 WEST LAKE AVENUE GLENVIEW, IL 60025-5811	51027	O4580042
LEAR CORPORATION 21557 TELEGRAPH SOUTHFIELD, MI 48034	91591	O0244003 O0244004 O0244010 O0244011 O0244016 O0244017 O0244020 O0244024 O0245007 O0245017 O1244014 O1244028 O1244029 O4573004 O4573009 O4573010 O4573014 O4573015 O4573016 O4573019 O4573033 O4573035 O4593063 O4593064 O4593069

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
		O4593070
		O4593071
		O4593072
		O4593080
		O5218017
		O5573046
		O5573048
		O5573049
		O5573052
		O6244653
		O6573013
		O6573014
		O6573015
		O6582143
		O6582149
		O6582159
		O7575016
		O7575020
		O7575022
		O7575023
		O7575026
		O7575028
		O7575029
		O7575030
		O7582191
		O7582192
		O7582193
		O7582194
		O7582195
		O7582196
		O7582200
		O7582201
		O7584003
		O7584004
		O8575031
		O8575032
		O8575033
		O8575034
		O8575040
		O8575041
		O8584005
		O8584006
		O8584007
		O8584008
		O9576079
		O9576085
		O9576087
		O9576096
		O9576097
		O9576101
		O9584055
		O9584056
		O9584057
		O9584059
		O9584060
		O9584066

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	EXCLUDED PURCHASE ORDER
		O9584067
MAGNA INTERNATIONAL 600 WILSHIRE DRIVE TROY, MI 48084	60108	O8562241
MAGNA INTERNATIONAL 600 WILSHIRE DRIVE TROY, MI 48084	51616	O3124165 O4132628
PAULSTRA CORPORATION 460 FULLER N E PO BOX 1886 GRAND RAPIDS, MI 49503-1900	24269	O8704057 O8704058 O8704059 O9704056
TRW INC 12001 TECH CENTER DR LIVONIA, MI 48150	90161	O3264042 O4243267 O7526033 O8552026 O8552027
VALEO SA 43 RUE BAYEN PARIS 75017 FRANCE	17603	O3704001

## ADDENDUM

The executory contracts and unexpired leases identified in Exhibit A are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>3</sup>

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit A relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit A as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit A or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>3</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

**Exhibit B**

**[Schedule of Certain Confirmed Dealer Agreements and Cure Costs Related Thereto]**

DEALER NAME	MAJORITY OWNER	DEALER ADDRESS	DEALER CODE	LINES	CURE AMOUNT
ANCIRA MOTOR COMPANY	ERNESTO ANCIRA JR	DBA ANCIRA CHRYSLER JEEP DODGE 10807 IH 10 W SAN ANTONIO, TX 78230-1301	23867	JCDT	\$0.00
ASBURY AUTOMOTIVE - ASBURY AUTOMOTIVE BRANDON, L.P.	CHARLES R OGLESBY	DBA COURTESY CHRYSLER-JEEP-DODGE 622 THIRD AVENUE 37TH FLOOR NEW YORK, NY 10017	45399	DTCJ	\$0.00
ASBURY AUTOMOTIVE - CROWN FDO LLC	CHARLES R OGLESBY	DBA CROWN DODGE OF FAYETTEVILLE 622 THIRD AVENUE 37TH FLOOR NEW YORK, NY 10017	45035	DT	\$0.00
ASBURY AUTOMOTIVE - CROWN GDO LLC	CHARLES R OGLESBY	DBA CROWN CHRYSLER DODGE 622 THIRD AVENUE 37TH FLOOR NEW YORK, NY 10017	42622	DCT	\$0.00
BROADWAY LONE STAR, LTD	WILLIAM DAY	DBA NORTH STAR DODGE CHRYSLER JEEP 7242 SAN PEDRO SAN ANTONIO, TX 78216-6204	45448	DTCJ	\$0.00
BROOKLYN CENTER MOTORS LLC	CHARLES D LUTHER	DBA LUTHER BROOKDALE CHRY-JEEP 8188 BROOKLYN BLVD BROOKLYN PARK, MN 55445-2459	68978	CDTJ	\$0.00
CROWN MOTORS INC	FRED F GRIFFITH	DBA CROWN DODGE-CHRYSLER-PLYMOUTH 1701 RAINBOW DR GADSDEN, AL 35901-3619	57073	DCT	\$0.00
DAVE MARSTON MOTORS INC	DAVID L MARSTON	9594 HWY 70 WEST MINOCQUA, WI 54548	43956	DTCJ	\$0.00
DODGE COUNTRY, LTD	ACE M CONNELL	DBA FREEDOM JEEP CHRYSLER 3602 E CENTRAL TEXAS EXPY KILLEEN, TX 76543-7301	60300	CJ	\$0.00
DODGE COUNTRY, LTD.	DAVID M CONNELL	DBA DODGE COUNTRY, LTD. 1902 E CENTRAL TEXAS EXPY KILLEEN, TX 76541-9110	43173	DT	\$0.00
DODGE OF BURNSVILLE INC	JOHN J ADAMICH JR	12101 35W SOUTH BURNSVILLE, MN 55337	42832	DT	\$0.00
EDDIE ACCARDI JEEP CHRYSLER	EDMUND ACCARDI	DBA ACCARDI MILROT JEEP CHRYSLER DODGE 4224 SOUTH HWY 441 OKEECHOBEE, FL 34974	44638	DTCJ	\$0.00
GANLEY CHRYSLER JEEP DODGE, INC.	THOMAS D GANLEY	DBA GANLEY CHRYSLER JEEP DODGE, INC. 13215 DETROIT AVENUE LAKEWOOD, OH 44107	41943	DTCJ	\$0.00
HUDSON CHRYSLER LLC	JOHN G KREMER	1200 CARMICHAEL RD SOUTH HUDSON, WI 54016	44435	DTCJ	\$0.00
HUNTINGTON BEACH CHRYSLER JEEP,	RICHARD A EVANS JR	DBA HUNTINGTON BEACH CHRYSLER JEEP 16701 BEACH BLVD HUNTINGTON BEACH, CA 92647-4814	24100	JC	\$0.00
JIM CLICK DODGE	ROBERT H TUTTLE	DBA TUTTLE-CLICK'S TUSTIN CHRYSLER 40 AUTO CENTER DRIVE TUSTIN, CA 92782	43174	DTCJ	\$0.00
JIM CLICK INC	JAMES H CLICK JR	DBA JIM CLICK CHRYSLER JEEP 701 W AUTO MALL DR TUCSON, AZ 85705-6013	26001	JC	\$0.00
JIM CLICK, INC.	JAMES H CLICK	DBA JIM CLICK DODGE 850 W AUTO MALL DRIVE TUCSON, AZ 85705	44628	DT	\$0.00

Designations above for "Lines" refer to the linemakes Chrysler ("C"), Jeep ("J") and Dodge ("D") or Dodge Truck ("T"). Please see attached addendum for important additional information.

DEALER NAME	MAJORITY OWNER	DEALER ADDRESS	DEALER CODE	LINES	CURE AMOUNT
JUETTNER MOTORS INC	MARK T JUETTNER	1900 SOUTH BROADWAY ALEXANDRIA, MN 56308	63718	CDT	\$0.00
LAUREL CHRYSLER JEEP, INC.	MICHAEL B SMITH	DBA LAUREL CHRYSLER JEEP, INC. 1880 BEDFORD ST JOHNSTOWN, PA 15902-3426	67298	CJ	\$0.00
LONE STAR IH-10, LTD	WILLIAM DAY	DBA LONE STAR CHRYSLER DODGE JEEP 8811 INTERSTATE 35 S SAN ANTONIO, TX 78211-5700	45447	DTCJ	\$0.00
NAPA CHRYSLER INC	PATRICK R SMORRA	DBA NAPA CHRYSLER JEEP DODGE 333 SOSCOL AVE NAPA, CA 94559-4005	68574	CDTJ	\$0.00
POMPANO MOTOR COMPANY	EDMUND ACCARDI	DBA EDDIE ACCARDI JEEP CHRYSLER 909 SOUTH FEDERAL HIGHWAY POMPANO BEACH, FL 33062-7096	23963	JC	\$0.00
RESEDA DODGE SALES INC	HORMOZ RAMY	DBA SIMI VALLEY CHRYSLER JEEP DODGE 2350 FIRST ST SIMI VALLEY, CA 93065	44280	DTCJ	\$0.00
ROSEVILLE CHRYSLER, INC	JEROME T GOLINVAUX	DBA ROSEVILLE CHRYSLER JEEP DODGE, 2805 HIGHWAY 35W NORTH ROSEVILLE, MN 55113-1133	66912	CDTJ	\$0.00
SHAVER AUTOMOTIVE GROUP INC	ANDREW P SHAVER	DBA SHAVER JEEP 3888 EAST THOUSAND OAKS THOUSAND OAKS, CA 91362	24124	J	\$0.00
STANLEY-LYND AUTOPLEX,LLC	JAMES W STANLEY	DBA STANLEY-LYND AUTOPLEX,LLC 308 N FANNIN AVE CAMERON, TX 76520-3362	45363	DTCJ	\$0.00
TUTTLE-CLICK INC	CHRISTOPHER B COTTER	DBA TUTTLE-CLICK CHRYSLER JEEP DODGE 40 AUTO CENTER DRIVE IRVINE, CA 92618-2827	24097	JCDT	\$0.00

Designations above for "Lines" refer to the linemakes Chrysler ("C"), Jeep ("J") and Dodge ("D") or Dodge Truck ("T"). Please see attached addendum for important additional information.



## ADDENDUM

The executory contracts and unexpired leases identified in Exhibit B are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>4</sup>

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. The Debtors are hereby designating all of the dealership agreements relating to the dealership locations identified on Exhibit B, including, without limitation, all Sales and Service Agreements and Direct Dealer Agreements for any linemake at the identified dealership location, and any amendments, modifications, supplements, addenda, restatements or exhibits to those agreements, as well as any ancillary agreements and leases related to such Dealer Agreements at the identified dealership locations (collectively, the “Ancillary Agreements”).

The Ancillary Agreements include, without limitation, software license agreements, data exchange and electronic commerce agreements, real property leases, Five Star dealer license agreements, options, sign leases, dealer improvement agreements, market action agreements, letters of intent and term sales agreements, as well as all site control agreements and similar agreements with Chrysler Realty Company LLC. The identified Cure Costs represents the aggregate Cure Costs for all of these agreements.

If any of the listed agreements is a Direct Dealer Agreement, then such Direct Dealer Agreement will only be assumed and assigned to the Purchaser if the Non-Debtor Counterparty first agrees to modify such agreement and restate it in the form of the Sales and Service Agreement. If the Non-Debtor Counterparty does not agree to so modify and restate its Direct Dealer Agreement in the form of the Sales and Service Agreement, then notwithstanding any other provisions in the Assignment Notice, the Bidding Procedures or this notice, such Direct Dealer Agreement and any Ancillary Agreement thereto will not be assumed and assigned as set forth herein.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>4</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

**Exhibit C**

**[Schedule of Certain Confirmed General Agreements and Cure Costs Related Thereto]**

CHRYSLER ENTITY	COUNTERPARTY	COUNTERPARTY NAME	ADDRESS ONE	CITY	STATE	ZIP	Country	DATE OF AGREEMENT	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler LLC	Gelco Corporation dba GE Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		11/30/2007	Master Lease Agreement	\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services	Attn: Senior VP, North America Operations	Three Capital Drive	Eden Prairie	MN	55344		11/30/2007	Discount Agreement	\$0.00
Chrysler LLC	Gelco Corporation dba GE Capital Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		10/31/2001	Master Lease Agreement	\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		4/7/2009	Waiver (with respect to Master Lease Agreement dated November 30, 2007)	\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		4/7/2009	Waiver (with respect to Master Lease Agreement dated October 31, 2001)	\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		11/30/2007	Security Agreement	\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services; DaimlerChrysler Financial Services LLC		Three Capital Drive	Eden Prairie	MN	55344		11/30/2007	Intercreditor Agreement	\$0.00
	Gelco Corporation dba GE Fleet Services; DaimlerChrysler Financial Services LLC	DaimlerChrysler Financial Services LLC	Mercedesstrasse 137	Stuttgart		70327	Germany			
Chrysler LLC	Gelco Corporation dba GE Fleet Services; Wilmington Trust Company		Three Capital Drive	Eden Prairie	MN	55344		11/30/2007	Intercreditor Agreement	\$0.00
	Gelco Corporation dba GE Fleet Services; Wilmington Trust Company	Wilmington Trust Co. Attn: James A Hanley, Asst. VP	1100 N Market Street	Wilmington	DE	19890				
DaimlerChrysler Corporation	Gelco Corporation dba GE Capital Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		10/31/2001	Security Agreement	\$0.00
DaimlerChrysler Corporation	Gelco Corporation dba GE Capital Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		10/31/2001	Agreement	\$0.00
DaimlerChrysler Corporation	GE Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		8/1/2006	Master Lease Agreement Rate Schedule	\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services; DaimlerChrysler Financial Services LLC	DaimlerChrysler Financial Services LLC	Mercedesstrasse 137	Stuttgart		70327	Germany	10/31/2001	Intercreditor Agreement	\$0.00
	Gelco Corporation dba GE Fleet Services; DaimlerChrysler Financial Services LLC		Three Capital Drive	Eden Prairie	MN	55344				\$0.00
Chrysler LLC	Gelco Corporation dba GE Fleet Services		Three Capital Drive	Eden Prairie	MN	55344		3/31/2009	Waiver (with respect to Master Lease Agreement dated November 30, 2007)	\$0.00
Chrysler Motors, LLC	RHE Hatco, Inc.		601 Marion Drive	Garland	TX	75042		9/27/2007	Trademark License of Dodge Brand and Resistol Trademark	\$246,375.00

## **ADDENDUM**

The executory contracts and unexpired leases identified in Exhibit C are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>5</sup>

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit C for assumption and assignment. Unless otherwise stated in Exhibit C or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>5</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

**Exhibit D**

**[Confirmed Real Property Agreement and Cure Costs Related Thereto]**

**Debtor as Lessor**

	Address	Type of Interest	Type of Property	Lessor	Lessee Notice Address	Cure Amount
1.	3900 Stickney Avenue Toledo, Ohio 43608	Leased	Land	Chrysler LLC	<u>Tenant</u> Ohio Module Manufacturing Co., LLC Attn: Plant Manger, Hyundai Mobis Ohio, LLC, 3900 Stickney Avenue, Toledo, OH 43608 <u>Tenant Notice</u> Attn: Grace Fremlin, Steptoe & Johnson LLP 1330 Connecticut Ave., NW Washington, DC 20036	\$0

## **ADDENDUM**

The Purchaser filed a schedule of certain confirmed real property agreements and cure costs related thereto, as Exhibit A to Docket Number 3920, with respect to the Confirmed Agreements listed on Exhibit D. The Non-Debtor Counterparty and the Purchaser have subsequently agreed to amend and restate the Confirmation Schedule with respect to the Confirmed Agreements listed on this Exhibit D to reflect a Cure Agreement entered between the parties.

The executory contracts and unexpired leases identified in Exhibit D are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>6</sup>

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on Exhibit D for assumption and assignment. Unless otherwise stated in Exhibit D or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>6</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.

**Exhibit E**

**[Confirmed Supplier Agreement and Cure Costs Related Thereto]**



SUPPLIER NAME	SUPPLIER ADDRESS	SUPPLIER CODE	CURE AMOUNT
RED-E-MIX INC	286 NORTH FRONTIER STREET WICKENBURG, AZ 85390-1419	52875	\$170,125.00

## ADDENDUM

The Purchaser filed a schedule of certain confirmed supplier agreements and cure costs related thereto, as Exhibit A to Docket Number 3874, with respect to the Confirmed Agreements listed on Exhibit E. The Non-Debtor Counterparty and Purchaser have subsequently agreed to amend and restate the Confirmation Schedule with respect to the Confirmed Agreements listed on this Exhibit E to reflect a Cure Agreement entered between the parties.

The executory contracts and unexpired leases identified in Exhibit E are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>7</sup>

Consistent with the Bidding Procedures, the Designated Agreements are not listed on an agreement-by-agreement basis. Subject to the terms of the accompanying notice, the Purchaser is hereby confirming all of the agreements with the parties identified on Exhibit E relating to the supply of goods and services to the Debtors for assumption and assignment, except as otherwise expressly provided herein. If certain agreements are identified at the end of Exhibit E as excluded from the list of Designated Agreements (the “Excluded Agreements”), those Excluded Agreements are not hereby assumed and assigned. Unless otherwise stated in Exhibit E or an applicable Cure Agreement, Designated Agreements include all contracts, purchase orders or similar agreements providing for the sale or provision of goods or services to the Debtors, and all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the aggregate Cure Costs for all of the Designated Agreements with a Non-Debtor Counterparty. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>7</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.